



## BOARD OF PUBLIC WORKS & SAFETY JUNE 10, 2004 MINUTES

Board member Warren Beville called the meeting to order at 6:04 p.m.

<b>PRESENT:</b>	Board members Warren Beville, Kevin Hoover; City Attorney Shawna Koons-Davis; Director of Engineering Paul Peoni; and Deputy Clerk Kathie Fritz. Mayor Charles Henderson was not able to attend.
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Mr. Beville moved to approve the minutes of the regular session of May 20, 2004. Second by Mr. Hoover. Vote: Ayes.

Jerry Wiggins represented Cobblestone Estates to ask for acceptance of the lift station, the force main and the sanitary sewer, as well as acceptance of the maintenance bond. He told the Board that when they began the project there were certain things they didn't know at that time. When they prepared an engineer's estimate, he said, they had to use an estimated contract until the final plans could be bid out. Total construction costs were \$769,598.50, as opposed to the estimate of approximately \$690,000. Costs of easements, etc. must be considered as well. There were also unforeseen costs with the sanitary sewer, noted Mr. Wiggins, that caused the final engineer's estimate to exceed \$1 million. One entity was left off also. They realized there would have to be dewatering as well and started that. They ran nine people upstream out of water, stated Mr. Wiggins. Three homes had pumps burn out on their wells in fact because of this. They had to lay a temporary line from a fire hydrant to service these people. All of the costs were figured into the costs. The delays caused a \$73,570.28 interest cost on the money to build the project, Mr. Wiggins informed the Board. Mr. Wiggins asked that the Board accept the construction costs, with the interest they had to pay, and have that figure in the engineer's estimate, from which the 15-Year Law fees will be figured. He told the Board that figure is \$1,029,818.24 less \$2,437.50. In response to Mr. Hoover, the City Attorney said that she had talked with Mr. Wiggins about this and looked at the resolution. She told him that the following are items that the Board could use to determine that they could recover additional cost: the purchase price of interest and land or licenses for the offsite sewage works, cost of acquiring performance and maintenance bonds, Inspection & Testing fees, permanent fees of other governmental entities, recording fees associated with the project, any 15-Year Law fees due to other owners, the design and engineering contract. Other costs are prohibited by the resolution, including interest incurred on money borrowed to finance the project. After discussion, Mr. Hoover expressed his concern about not having reviewed the resolution or having input from the Engineering Department. Ms. Koons-Davis mentioned her concerns as well. Sanitation Superintendent Keith Meier confirmed that the final acceptance letter is in process. From the audience Max Cooper asked if the project could be accepted at the original estimate with the final amount to be reviewed by staff and amended if needed at the next meeting. Ms. Koons-Davis told the Board she was not comfortable with that, not having the final letter. Mr. Wiggins agreed and was not ready to amend this and get into the legal issues involved. He indicated that his understanding the entire time was that they had to have an amended engineer's report approved with adjusted dollar amounts, a bond submitted for maintenance, with acceptance and certification letters. Mr. Wiggins noted that deducting the attorney fee and the interest fee from the total on the City Attorney's copy matches the dollar amount on his amended engineer's report. Ms. Koons-Davis stated that they need to separate the original contract costs from the additional and she needs to study the invoices. After more discussion, Mr. Hoover said he thought more information was needed and the issue needs to be discussed at the next meeting. Ms. Koons-Davis agreed, and added that Cobblestone would be on the agenda for June 24<sup>th</sup>. Mr. Hoover moved to postpone consideration for staff and counsel review and be placed on the agenda for the next meeting, but leaving the door open for the applicant to get this information addressed sooner at a special meeting. Second by Mr. Beville. Vote: Ayes. Motion carried.

Next Eric Brown of White River Township Fire Department approached the Board to request vacation of a 20' utility easement on the east border of their property – Heron Ridge Subdivision, Lot 36. There is no sanitary sewer, noted counsel, and the City has no intention of installing one in the easement. Mr. Beville

moved to grant the request. Second by Mr. Hoover. This is not in Greenwood's jurisdiction, but we are not objecting to this vacation. Vote: Ayes. Motion carried.

Chris Hoffee of Allen Commercial Group, on behalf of Emerson Office Parke, Phase 1, requested acknowledgment of the improvements and release of the performance bond. Mr. Peoni clarified that this is the area around the Ebeyer Dental Office. Other improvements were accepted previously, but erosion control was delayed until there could be a good stand of grass. At his recommendation and per his memo, Mr. Hoover moved to:

- 1) Acknowledge that the private improvement of erosion control has been installed in reasonable compliance with the design plans at Emerson Office Parke, Phase 1.
- 2) Release performance bond #5003810 in the amount of \$73,665 from Bond Safeguard Insurance Company for the installation of the private erosion control at Emerson Office Parke, Phase 1.

Second by Mr. Beville. Vote: Ayes. Motion carried.

Mr. Hoffee had a similar request for Emerson Office Parke, Section 1, Lot 1. They are also requesting permission to encroach a 20' drainage and utility easement. Mr. Peoni noted that the improvements are private and all is in order in the field. His department has received acceptable as-builts. Again per Mr. Peoni's memo, Mr. Hoover moved to:

- 1) Acknowledge that the private improvements of dirtwork and storm sewers have been installed in reasonable compliance with the design plans at Emerson Office Parke, Section One, Lot 1.
- 2) Release performance bond #5003809 in the amount of \$36,432.83 from Bond Safeguard Insurance Company for the installation of the private dirtwork and storm sewers at Emerson Office Parke, Section One, Lot 1.
- 3) Acknowledge that the private improvement of erosion control has been installed in reasonable compliance with the design plans at Emerson Office Parke, Section One, Lot 1.
- 4) Release performance bond #5003808 in the amount of \$9,353.47 from Bond Safeguard Insurance Company for the installation of the private erosion control at Emerson Office Parke, Section One, Lot 1.
- 5) Acknowledge that the private improvements of streets and curbs have been installed in reasonable compliance with the design plans at Emerson Office Parke, Section One, Lot 1.
- 6) Release performance bond #5003807 in the amount of \$6,025.53 from Bond Safeguard Insurance Company for the installation of the private streets and curbs at Emerson Office Parke, Section One, Lot 1.

Second by Mr. Beville. Vote: Ayes. Motion carried.

Mr. Hoffee has supplied letters from the utility companies regarding the easement they wish to encroach. Mr. Peoni indicated that a storm sewer runs directly under where they want to place the signage. He believes it is a private line serving that subdivision. After discussion, Mr. Hoover moved to grant the request for encroachment, subject to receipt of written consent by all property owners as well as the private user of the easement, with all repairs that need to be done at the petitioner's expense. Second by Mr. Beville. Vote: Ayes.

Vicki Anderson of Hackman Hulett & Cracraft, LLP, represented Menards Commercial Subdivision, to ask for acceptance of the improvements, acceptance of the maintenance bonds, acceptance of the sanitary sewer easement and release of performance bonds. Ms. Anderson recounted that about 200 feet of the sewer line had to be replaced because the elevation was incorrect. This was done, but the elevation is still too high. She described the part in question as being in the center of two straight segments. She proposed an extension of the maintenance bond or a letter-of-credit, at the pleasure of the Board for whatever period the City would require if there is a future problem with the sewer. During discussion, Mr. Peoni pointed out that the slope is still less than 1/2 of what it should be. Extended maintenance bonds have been issued in the past noted Ms. Koons-Davis if the Board is comfortable with this. Upfront maintenance costs was another option discussed. After more discussion, Mr. Hoover moved to:

- 1) Accept the sanitary sewers at Menards Commercial Subdivision, subject to Keith Meier, Sanitation Superintendent, approval.
- 2) Accept three (3) year maintenance bond #929262425 in the amount of \$24,710 for the sanitary sewers at Menards Commercial Subdivision.
- 3) Accept the streets at the Menards Commercial Subdivision.
- 4) Accept three (3) year maintenance bond #929262426 in the amount of \$52,712 for the streets at Menards Commercial Subdivision.
- 5) Accept the sidewalks at Menards Commercial Subdivision.

- 6) Accept three (3) year maintenance bond #929262427 in the amount of \$8,998 for the sidewalks at Menards Commercial Subdivision.
- 7) Accept the signs & monuments at Menards Commercial Subdivision.
- 8) Accept three (3) year maintenance bond #929262428 in the amount of \$1,617 for the signs & monuments at Menards Commercial Subdivision.
- 9) Accept the dirtwork, storm sewers and erosion control at Menards Commercial Subdivision.
- 10) Accept three (3) year maintenance bond #929262429 in the amount of \$165,418 for the dirtwork, storm sewers and erosion control at Menards Commercial Subdivision.
- 11) Acknowledge that the private dirtwork, storm sewers and erosion control have been satisfactorily installed.
- 12) Release performance bond #929194329 in the amount of \$1,267,277.98 for the installation of the sanitary sewers, streets, sidewalks, signs & monuments, dirtwork, storm sewers and erosion control at Menards Commercial Subdivision (public improvements).
- 13) Release performance bond #929194330 in the amount of \$1,048,755.24 for the installation of the dirtwork, storm sewers and erosion control at Menards Commercial Subdivision (private improvements).
- 14) Accept sanitary sewer easement(s) for the areas of the sanitary sewer that were installed outside the platted easements and for the sanitary sewers offsite, all subject to:
  - a) Final review and approval of the sanitary sewer easements by both the Engineering and Law departments.
  - b) City Attorney review and approval of the bond form (ALL BONDS ARE DATED SEPTEMBER OF 2003).
  - c) Payment of all final Inspection & Testing fees for all improvements.
  - d) An agreement acceptable to the Engineering Department and the Law Department with respect to determination of the amount and payment by Menards of upfront maintenance costs over a period of time to be determined by staff.
  - e) A Letter-of-Credit or other performance guaranty instrument, with indemnification language that addresses the concern of the installation slope of the sanitary sewer not acceptable to staff.

Second by Mr. Beville. Mr. Peoni brought up that there was to be a barricade at the south end of Marlin Drive. Ms. Anderson will see that this is taken care of. Vote: Ayes. Motion carried.

For Crooked Bend, Section 3, Max Cooper requested acceptance of sidewalks (partial), acceptance of the maintenance bond and release of the performance bond. Mr. Peoni confirmed that a field inspection shows that the five sidewalks in question appear to have been satisfactorily installed. Mr. Hoover moved to:

- 1) Accept the sidewalks on lots 50, 51, 113, 116 and 126 in Crooked Bend Subdivision, Section 3.
- 2) Accept three (3) year maintenance bond #104014957 from Travelers Casualty and Surety Company of America in the amount of \$990 for the sidewalks listed in #1 above.
- 3) Release performance bond #104015811 from Travelers Casualty and Surety Company of America in the amount of \$4,949 for the installation of the sidewalks listed in #1 above.

Second by Mr. Beville. Vote: Ayes. Motion carried.

Mr. Cooper next brought a request to amend the existing 15 Year Law Sewer Service Agreement for The Pines of Greenwood. Mr. Cooper explained that the recoupment area would be slightly larger, to include some of Timber Valley. Part of the C.P. Morgan Timber Valley Project falls within the original recoupment area, he told the Board. Ms. Koons-Davis questioned the capacity for a larger area. The Sanitation Superintendent stated that there are normally two exhibits showing two areas on the engineer's report – the design area and the service area. He told the Board that it looked like the service area was not in the original agreement. Mr. Hoover moved to direct staff to prepare an amendment to the 15 Year Law Agreement for the Pines of Greenwood. Second by Mr. Beville. Vote: Ayes.

For The Chateaux at Woodfield, Section 1, Mr. Cooper asked that the Board accept improvements, accept performance bonds and maintenance bonds, and execute the plat. Mr. Peoni indicated that 15 Year Law fees for Cobblestone – the connection point for this subdivision – have not yet been calculated. The streets are fine, he added, but expressed his frustration that his department in having to keep up with the projects while getting pressure from the engineers and developers, when they know everything should be in order when they come to the Board of Works. The City Attorney told the Board that she believes The Chateaux has an indemnification agreement in place. The representative from Precedent asked what would happen to the dates on the bonds if they come to the next meeting. It was determined that

there would be no revised date needed if the bonds were presented within a reasonable time frame. Mr. Hoover moved to continue The Chateaux at Woodfield, Section 1, until the June 24<sup>th</sup> meeting. Second by Mr. Beville. Vote: Ayes. Motion carried.

With a similar situation at The Trails at Woodfield involving Cobblestone both onsite and offsite sewers, Mr. Hoover moved to continue The Trails at Woodfield, Section 1, until the June 24<sup>th</sup> meeting. Second by Mr. Beville. Vote: Ayes.

On behalf of Greenwood Trace, Section 1, Don Wilson of Schneider Engineering asked for acceptance of the Inspection & Testing Agreement for sanitary sewer and also for all other improvements, acceptance of the performance bond, acceptance of the offsite drainage easement(s) and offsite sanitary sewer easement(s). Mr. Peoni confirmed that the Inspection & Testing agreements are in proper form. Mr. Peoni would like to review the offsite easements. The City Attorney told the Board that there is language missing in the performance bond, so it will need to be amended. Per Mr. Peoni's memo of June 10<sup>th</sup>, Mr. Hoover moved to:

- 1) Accept performance bond #5012101 in the amount of \$63,585.50 from Bond Safeguard Insurance Company for the installation of the erosion control at Greenwood Trace, Section One.
- 2) Accept the Inspection & Testing Agreement for the sanitary sewer at Greenwood Trace, Section One and ratify acceptance of the 50% upfront fee.
- 3) Accept the Inspection & Testing Agreement for all improvements except the sanitary sewer at Greenwood Trace, Section One and ratify acceptance of the 50% upfront fee.
- 4) Accept the offsite drainage easement(s) for Greenwood Trace, Section One.
- 5) Accept the offsite sanitary sewer easement(s) for Greenwood Trace, Section One, all subject to:
  - a) City Attorney approval of the form of the performance bond.
  - b) Final review and approval of the offsite drainage and sanitary sewer easements by the Engineering and Law departments.

Second by Mr. Beville. Vote: Ayes. Motion carried.

Joe Meyer of KOE Engineering appeared on behalf of Greenwood Springs, Block Four to request acceptance of improvements, acceptance of maintenance bonds and release of performance bonds. The sanitary sewers have been accepted, Mr. Meyer noted. Regarding the streets, a final proof roll on the stone subgrade had not been completed with City officials present and the contractor had installed asphalt on a Saturday without notifying the City staff. Mr. Peoni commented that the contractor was to have done undercutting, and when this work was done, a proof roll of the stone was to be completed. Since the contractor failed to notify the City and installed the asphalt, cores were requested. The cores showed that the pavement section was deficient in certain areas, so staff suggested a five (5) year maintenance bond. Mr. Peoni discussed his concerns with the terms "material" and "workmanship", as the materials are in the project and the workmanship "is probably ok on what they did". This led to a discussion on the range of deficiencies and the best way to protect the City's interest. Mr. Hoover then moved to:

- 1) Accept the streets at Greenwood Springs, Block Four.
- 2) Require a ten (10) year maintenance bond on the streets and all components thereof with language acceptable to the City Attorney concerning the deficiencies of the installation of the streets.
- 3) Accept three (3) year maintenance bond #RSB4051840 from RLI Insurance Company in the amount of \$5,984 for the concrete curbs at Greenwood Springs, Block Four.
- 4) Release performance letter-of-credit (LOC) #1071 from First Bank in the amount of \$184,274 for the installation of the streets in Greenwood Springs, Block Four.
- 5) Accept the signs & monuments at Greenwood Springs, Block Four.
- 6) Accept three (3) year maintenance bond #104221582 from Travelers Casualty and Surety Company in the amount of \$346 for the signs & monuments at Greenwood Springs, Block Four.
- 7) Release performance LOC #1073 from First Bank in the amount of \$1,731 for the installation of the signs & monuments at Greenwood Springs, Block Four.
- 8) Accept the dirt work, storm sewers and erosion control at Greenwood Springs, Block Four.
- 9) Accept three (3) year maintenance bond #1006864 from Lexon Insurance Company in the amount of \$31,489 for the dirtwork, storm sewers and erosion control at Greenwood Springs, Block Four.

- 10) Release performance LOC #1074 from First Bank in the amount of \$157,443 for the installation of the dirtwork, storm sewers and erosion control at Greenwood Springs, Block Four, all based upon:
  - a) City Attorney approval of the bond form.
  - b) Payment of all final Inspection & Testing fees for all improvements.
  - c) Receipt, acceptance and approval of the ten (10) year maintenance bond and wording for the street improvements by both the Engineering and Law Departments.

Second by Mr. Beville. Vote: Ayes.

Concerning Greenwood Springs, Block Four, Lot #1, Mr. Meyer asked for acceptance of improvements, acceptance of maintenance bonds and release of performance bonds. Mr. Peoni indicated that all items being asked for acceptance and/or acknowledgment appear to have been satisfactorily installed. Per Mr. Peoni's memo of June 10<sup>th</sup>, Mr. Hoover moved to:

- 1) Accept the street improvements in the public right-of-way at Greenwood Springs, Block Four, Lot #1.
- 2) Accept three (3) year maintenance bond #104221580 from Travelers Casualty and Surety Company in the amount of \$1,669 for the street improvements in the public right-of-way at Greenwood Springs, Block Four, Lot #1.
- 3) Release performance letter-of-credit (LOC) #1075 from First Bank in the amount of \$8,345 for the installation of the street improvements in the public right-of-way at Greenwood Springs, Block Four, Lot #1.
- 4) Accept the sidewalks at Greenwood Springs, Block Four, Lot #1.
- 5) Accept three (3) year maintenance bond #104221581 from Travelers Casualty and Surety Company in the amount of \$702 for the sidewalks at Greenwood Springs, Block Four, Lot #1.
- 6) Acknowledge that the private dirtwork, storm sewers and erosion control at Greenwood Springs, Block Four, Lot #1 have been installed in reasonable compliance with the design plans.
- 7) Release performance LOC #1076 from First Bank in the amount of \$24,402 for the installation of the private dirtwork, storm sewers and erosion control at Greenwood Springs, Block Four, Lot #1, all subject to:
  - a) City Attorney approval of the bond form.
  - b) Payment of all final Inspection & Testing fees for all improvements.

Second by Mr. Beville. Vote: Ayes. Motion carried.

Paul Maurer of Maurer & Smithers represented Schoolcraft Development for Schoolcraft Corners, Lot #3 to ask for acceptance of improvements, acceptance of maintenance bonds and release of performance bonds. Again Mr. Peoni noted that all items being asked for acceptance and/or acknowledgment appear to have been satisfactorily installed. The maintenance bond form is not acceptable. Mr. Hoover, per Mr. Peoni's memo, moved to:

- 1) Accept the sidewalks in the easement along S.R. 135 at Schoolcraft Corners, Lot #3.
- 2) Accept three (3) year maintenance bond #887325S from Developers Surety and Indemnity Company in the amount of \$399.30 for the sidewalks in the easement along S.R. 135 at Schoolcraft Corners, Lot #3. (EVERYTHING ABOUT THIS BOND NEEDS TO BE REDONE EXCEPT FOR THE AMOUNT!)
- 3) Release performance bond #887325S in the amount of \$1,996.50 for the installation of the sidewalks in the easement along S.R. 135 at Schoolcraft Corners, Lot #3.
- 4) Acknowledge that the private dirtwork, storm sewers and erosion control have been installed in reasonable compliance with the design plans at Schoolcraft Corners, Lot #3.
- 5) Release performance bond #887326S in the amount of \$23,658.80 for the installation of the private dirtwork, storm sewers and erosion control at Schoolcraft Corners, Lot #3, all conditioned upon:
  - a) Receipt and review by the Engineering and Law departments of the revised three (3) year maintenance bond for the sidewalks.

Just to note, the bond numbers in #2 for maintenance and #3 for performance above are identical. Second by Mr. Beville. Vote: Ayes.

For Southpark Business Center, Section Four, Block "B", Lot #2, Mr. Maurer then requested acceptance of improvements, acceptance of maintenance bonds and release of performance bonds. A field inspection shows that all items being asked for acceptance and/or acknowledgment appear to have been satisfactorily installed. Staff has received as-builts. Bond amounts are correct, but once again the form is unacceptable. Per Mr. Peoni's memo, Mr. Hoover moved to:

- 1) Acknowledge that the private dirtwork, storm sewers and erosion control have been installed in reasonable compliance with the design plans at Southpark Business Center, Section Four, Block "B", Lot #2.
- 2) Release performance bond #886188S from Developers Surety and Indemnity Company in the amount of \$50,586 for the installation of the private dirtwork, storm sewers and erosion control at Southpark Business Center, Section Four, Block "B", Lot #2.
- 3) Acknowledge that the private sidewalks have been installed in reasonable compliance with the design plans at Southpark Business Center, Section Four, Block "B", Lot #2.
- 4) Release performance bond #886274S from Developers Surety and Indemnity Company in the amount of \$4,913 for the installation of the private sidewalks at Southpark Business Center, Section Four, Block "B", Lot #2.
- 5) Acknowledge that the private street have been installed in reasonable compliance with the design plans at Southpark Business Center, Section Four, Block "B", Lot #2.
- 6) Release performance bond #886273S from Developers Surety and Indemnity Company in the amount of \$66,250 for the installation of the private streets at Southpark Business Center, Section Four, Block "B", Lot #2.
- 7) Accept the signs & monuments at Southpark Business Center, Section Four, Block "B", Lot #2.
- 8) Accept three (3) year maintenance bond #886275S from Developers Surety and Indemnity Company in the amount of \$181 for the signs & monuments at Southpark Business Center, Section Four, Block "B", Lot #2. (EVERYTHING ABOUT THIS BOND NEEDS TO BE REDONE EXCEPT FOR THE AMOUNT!).
- 9) Release performance bond #886275S in the amount of \$906 for the installation of the signs & monuments at Southpark Business Center, Section Four, Block "B", Lot #2, all conditioned upon:
  - a) Receipt and review by the Engineering and Law Departments of the revised three (3) year maintenance bond for the signs & monuments.

Second by Mr. Beville. Mr. Peoni reported complaints of several near misses, accidents and possible accidents where this private street "T's" in by Sam's Club because there is no stop sign. Staff is asking Mr. Schoolcraft to put up a stop sign at that intersection. Mr. Hoover discussed another dangerous intersection near Walgreen's and Home Depot. Vote: Ayes. Motion carried. Just to note the bond numbers in #8 for maintenance and #9 for performance above are identical.

Mr. Maurer, on behalf of Village Commons Two, asked for acknowledgment that the private improvements have been installed satisfactorily and release of the performance letter-of-credit (LOC). A field inspection shows the improvements are fine and the Engineering Department has received acceptable as-builts. Mr. Hoover, per Mr. Peoni's memo, moved to:

- 1) Acknowledge that the private dirtwork, storm sewers and erosion control have been installed in reasonable compliance with the design plans at Village Commons Two.
- 2) Release performance LOC #1062 from First Bank in the amount of \$11,196.90 for the installation of the private dirtwork, storm sewers and erosion control at Village Commons Two.

Second by Mr. Beville. Vote: Ayes. Motion carried.

Next, Mr. Maurer represented Calvert Farms (Yeager) to request a Sewer Service Agreement. They are in the planning process with the County. The project is situated at Olive Branch Road and Paddock Road. Mr. Maurer told the Board that Brookhaven by Mann Properties is in the approval process with the City, as they are putting in a lift station, pumping to the Group B Lift Station, which would then provide a connection point for Calvert Farms. The two developers are working together to form an LLC and share in the cost of the lift station and the offsite force main, he said. In exchange, Mann Properties is getting the offsite and sanitary lines to the properties. Mr. Peoni noted that granting a Sewer Service Agreement would be subject to following the normal procedures. There was then discussion on recoupment of the 15 Year Law fees. Mr. Maurer told the Board that Brookhaven plans to come back to the City after the LLC is formed and ask for the lift station, force main and other items the LLC might be responsible for, to have a separate Sewer Service Agreement. Mr. Peoni asserted that Calvert should be involved in the offsite improvements. Brookhaven and Calvert could have separate agreements for the rest. Mr. Maurer thought this would slow the time table for Mann Properties and suggested they could ask for a revised Sewer Service Agreement at a later time. Discussion was interrupted at this point for the City Attorney's Status of Tasks.

Discussing the second amendment to the contract with Republic Services of Indiana, L.P., Ms. Koons-Davis said the increase in collections at the Parks Maintenance Facility would not be \$810 for the first

year since the increased collection will not start until late June or early July instead of May. She noted that Paragraph 3 should be amended to read \$1,095,932.10 for the first year and \$1,096,134.60 for the second year of the contract. (This represents a charge of \$810 from May through October or \$135 a month.) Mr. Beville moved to amend the City's Agreement with Republic Services of Indiana, L.P. for Trash Collection and Curbside Recycling services to increase the frequency of collections from the Parks Maintenance Building on Machledt Drive from three times a week to a daily collection May through October, at an additional annual cost of \$810 after the first year, as drafted by the City Attorney, and to authorize the Mayor to sign the amendment in the Board's behalf. Second by Mr. Hoover. Vote: Ayes.

Ms. Koons-Davis called on Max Cooper from the audience to discuss an easement issue on the Birch property. This is associated with a project called Village at Honey Creek, said Mr. Cooper. The City Attorney indicated that the property owner does not want to sign the standard easement form used by the City because of problems with some of the language. She brought these issues to the Board to see if they are amenable to the changes – restricting the type of drainage facility to only what is being installed at this time, modifying the agreement to take care of crop damages, and being able to cross all sections of the easement were changes they requested. Mr. Hoover commented that he did not find limiting the drainage facility to only what is being installed today acceptable to him, given that the City may have to do work in the future. Mr. Hoover moved to direct the City Attorney with his comments on negotiating the changes. Second by Mr. Beville. Vote: Ayes. Motion carried.

Regarding the Calvert Farms discussion, Mr. Maurer told the Board he would check on the timeframe with Mann Properties and get back to the Board.

For Abbey Villas, a White River Township subdivision on Peterman Road, Mr. Maurer asked for authorization for preparation of a Sewer Service Agreement. Mr. Hoover moved to direct staff to prepare the normal and customary Sewer Service Agreement for Abbey Villas, subject to all technical issues being resolved and authorize the Mayor to sign. Second by Mr. Beville. Vote: Ayes. Their next request was authorization to use offsite easements in an existing platted subdivision (Woodcreek). Mr. Maurer pointed out that their sewers need to go through the metering manhole. Mr. Peoni indicated that there is a drainage easement as well as a utility and drainage easement and he was not able to read which was which, as it was not clear on the plat for Woodcreek. Mr. Maurer stated that their route was in the platted Woodcreek utility and drainage easement.

After discussion, Mr. Hoover moved that the Board of Public Works and Safety acknowledges and agrees that the utility and drainage easements within the Woodcreek plat are usable for Greenwood sanitary sewers of Abbey Villas. Second by Mr. Beville. Vote: Ayes. Motion carried.

Regarding Abbey Villas request for construction plan approval, Mr. Maurer told the Board that Joe Meyer has issued his first review letter and agrees that they cover pretty minor items. Mr. Maurer stated that those comments have been addressed. Mr. Hoover moved to accept the Inspection & Testing Agreement for Abbey Villas and ratify acceptance of the check and also to approve the construction plans, subject to final approval of Joe Meyer. Second by Mr. Beville. Upon discussion, Mr. Hoover amended his motion to include final approval by the Engineering Department. Second by Mr. Beville. Vote on amendment: Ayes. Vote on motion as amended. Ayes.

Mr. Maurer next discussed Damon's Grill, with the first request to allow encroachment of a sanitary sewer easement. The sanitary sewer was built, said Mr. Maurer, for the Devonshire Apartments on the east side of the creek. After discussion, Mr. Hoover moved to grant the encroachment request, subject to the condition that any intrusion or any improvements or other structures put in the easement by Damon's is at their own risk. Second by Mr. Beville. Vote: Ayes. Next was a request to accept the Inspection & Testing Agreement. Mr. Peoni confirmed that everything is in order. Mr. Hoover moved to accept the Inspection & Testing Agreement for Damon's Grill. Second by Mr. Beville. Vote: Ayes. Concerning acceptance of the performance bonds for Damon's, Mr. Hoover moved to accept them, subject to receipt of revised bonds and final review and approval by the Engineering and Law departments. Second by Mr. Beville. Vote: Ayes. The Law Department had prepared the Grant of Right-of-Way and the Sidewalk Easement, noted Mr. Maurer. Mr. Hoover moved to accept the Grant of Right-of-Way and the Sidewalk Easement, subject to final review and approval by the City Attorney and the Engineering Department, and (as Mr. Peoni was given a form by the City Attorney that the State requires to be signed for a right-of-way cut), pending those approvals, to direct the Mayor to sign the form provided by the Indiana Department of Transportation for the right-of-way cut. Second by Mr. Beville. Vote: Ayes.

From the audience, Rosemary Cooley, associate pastor of First Baptist Church of Greenwood, told the Board that from June 14<sup>th</sup> through June 18<sup>th</sup> they are having Vacation Bible School for about 120 children and adults. The church is on the alley between their parking lot and the park. Their parking lot intrudes the alley, she said, and cars come through there trying to avoid the light. During Vacation Bible School, they will have children going out their back door, about half-way down the alley, and going to the parking lot to play games. Ms. Cooley requested permission to put a rope with little flags along the back of the alley by the church (not the house next door) from 8:00 a.m. to noon on those days so that cars do not come through the alley. Mr. Hoover moved to grant the request to block off that portion of the alley behind the church that leads to the parking lot, not hindering access for the residence next door, for Vacation Bible School and for one day on August 15<sup>th</sup> for the same type of activities for the children. Code Enforcement Officer John Myers will check into help from the Police Department for barricades. Second by Mr. Beville. Vote: Ayes.

Mr. Myers next reported that violations at 436 Yorktown, 232 W. Wiley, 1037 Ridgetop, 620 Park, 405 LaReforma, 409 Euclid, 2244 Blossom Drive, and 354 E. Main have all been abated.

On the report of high grass and abandoned vehicle at 640 Lindenwood, Mr. Myers indicated that the owner is Frank Cassady. There was a Sheriff's sale on May 20<sup>th</sup> and the property was kept by Mortgage Electronic Registration Systems, Inc. Mr. Myers left notices for high grass and junk vehicle at the occupied residence on May 5<sup>th</sup>. On May 20<sup>th</sup>, notice of the violation was sent certified mail and received June 1<sup>st</sup>, by which time the house was vacant. A notice on the front door was posted on June 9<sup>th</sup> by Carpenter/GMAC Realtors (Sandy Williams). Code Enforcement contacted Ms. Williams regarding the violations and that this would be in front of the Board of Works. It is still in violation. Ms. Williams told Mr. Myers by phone that they would try to get rid of the junk vehicle tomorrow (Friday). Mr. Myers told her that the grass in the back yard is between two and three feet high. Mr. Hoover moved to find that a nuisance exists at 640 Lindenwood, based upon the presence of a junked inoperable vehicle and high grass, and to authorize the City Attorney to send a 10-Day Notice of Abatement, and to take all steps she deems necessary to remedy the situation. Second by Mr. Beville. Vote: Ayes.

On April 27<sup>th</sup>, Code Enforcement received a call regarding 1111 Tanglewood Drive, because of high grass and an above ground pool that was treated for mosquito larvae at the vacant house. The property owner is Carol Simmons, who advised that the property was in foreclosure. Certified mail was sent May 24<sup>th</sup> to Mortgage Electronic Registration and to Carol Simmons. Notice was received 5/24 by Mortgage Electronic Registration. Ms. Simmons did not claim the notice, which was returned June 9<sup>th</sup>. The property is still in violation. The health department has treated the pool, due to our working relationship with them. Mr. Hoover moved to find that a nuisance exists at 1111 Tanglewood Drive because of the health hazard presented by the pool and extremely high grass, and to direct the City Attorney to issue a 7-Day Notice of Abatement and to take all steps she deems appropriate. Second by Mr. Beville. Vote: Ayes.

Mr. Myers reported that the property at 132 Snowflake Circle contains trash, junk and debris including car parts, skids and sometimes a trailer. The property was in Sheriff's sale on May 20<sup>th</sup> per the *Daily Journal*. On May 20<sup>th</sup>, Code Enforcement left 10-day notices for the trash and grass. On May 28<sup>th</sup>, certified letters were sent to Robert D. and Judy Schwartz at that address and to Wells Fargo Home Mortgage, which kept the property at the Sheriff's sale. On June 9<sup>th</sup> a neighbor advised Mr. Myers that the wife and children had gone back to Kentucky. Mr. Schwartz had told his neighbor that he is staying until the sheriff evicts him. He works construction and is taking some of the building materials back home to Kentucky. Sanitation Billing records show water usage for one person. Mr. Hoover moved to find that a nuisance exists at 132 Snowflake Circle because of the trash, junk and debris, and to direct the City Attorney to issue a 7-Day Order of Abatement, and failing abatement to take all steps she deems necessary to remedy the situation. Second by Mr. Beville. Vote: Ayes.

Mr. Peoni told the Board that the Parks Board would like permission to install an eight-foot wide stone path from the intersection of Main & Emerson, stopping at Hacienda (going south). They want it as far from the street as possible. Eventually it will go to Craig Park. It was the consensus that Evan Springer, Executive Director of Parks, talk with the Mayor.

Next Mr. Peoni told the Board that regarding the Eastside Interceptor, his understanding is that once the Bond Proceeds Fund was exhausted, funding would have to come from the SAF fund to pay for the remainder of the project. We are close to this point. Mr. Peoni anticipates that between \$1 million and \$2 million is the balance of the project, but without thorough research he does not want to commit to these



numbers as exact. The project has encountered a few minor change orders; however the issue regarding the bad soil conditions has yet to be resolved.

Mr. Peoni next brought up Timber Valley, Section 1, a C.P. Morgan Subdivision on C.R. 125 West. They are asking that their Inspection & Testing Agreement be accepted for both sanitary and general. The checks have been processed. Mr. Hoover moved to accept the Inspection & Testing Agreements for Timber Valley, Section 1 and ratify acceptance of the checks. Second by Mr. Beville. Vote: Ayes. For this project, Mr. Peoni discussed performance bond #1007764 in the amount of \$267,534 for erosion control. It is in the proper form, and the amount is correct. At his recommendation, Mr. Beville moved to accept this bond as discussed. Second by Mr. Hoover. Vote: Ayes.

Next was Inspection & Testing Agreements for both sanitary and all other improvements at Village Pines of Greenwood, Section 3B. At Mr. Peoni's recommendation, Mr. Beville moved to accept these agreements and ratify acceptance of the fees. Second by Mr. Hoover. Vote: Ayes.

For Village Pines of Greenwood, Section 4 there was also Inspection & Testing Agreements for both sanitary sewer and all other improvements. Mr. Beville moved to accept these agreements for the Village Pines of Greenwood, Section 4 and ratify acceptance of the fees. Second by Mr. Hoover. Vote: Ayes.

The Deputy Clerk requested that all claims using SAF funds for the Eastside Interceptor be referenced on the claims, to help in providing a construction report each month.

Mr. Beville moved to accept the claims as presented through June 10<sup>th</sup> except PO# 57697, to be held for further review. Second by Mr. Hoover. Vote: Ayes.

Mr. Beville next indicated that the Board will be reviewing and studying use of City vehicles by all departments and will try to have a report by the next meeting.

With no further business, the meeting adjourned at 8:55 p.m.